

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPERA SOLUTIONS USA, LLC		07/06/2016	Limited Liability Company: DELAWARE
OPERA SOLUTIONS, LLC		07/06/2016	Limited Liability Company: DELAWARE
OPERA SOLUTIONS GOVERNMENT SERVICES, LLC		07/06/2016	Limited Liability Company: DELAWARE
BIQ, LLC		07/06/2016	Limited Liability Company: MASSACHUSETTS
LEXINGTON ANALYTICS INCORPORATED		07/06/2016	Corporation: MASSACHUSETTS
OPERA PAN ASIA LLC		07/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4019174	MOBIUSS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		

OP \$40.00 4019174

Address Line 4: Washington, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F164143
NAME OF SUBMITTER:	Cori Capizzi
SIGNATURE:	/Cori Capizzi/
DATE SIGNED:	07/07/2016
Total Attachments: 9 source=USPTO Cover Sheet - Trademark#page3.tif source=USPTO Cover Sheet - Trademark#page4.tif source=USPTO Cover Sheet - Trademark#page5.tif source=USPTO Cover Sheet - Trademark#page6.tif source=USPTO Cover Sheet - Trademark#page7.tif source=USPTO Cover Sheet - Trademark#page8.tif source=USPTO Cover Sheet - Trademark#page9.tif source=USPTO Cover Sheet - Trademark#page10.tif source=USPTO Cover Sheet - Trademark#page11.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of July, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“White Oak”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of July 6, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among Opera Solutions, LLC, a Delaware limited liability company, as parent (“Parent”), Opera Solutions USA, LLC, a Delaware limited liability company (“Opera USA”) (Opera USA and those additional entities that hereafter become parties to the Loan Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, the other Loan Documents, and the Swap Contracts, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of July 6, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lending Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT


TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

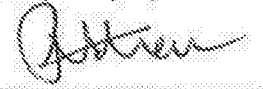
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

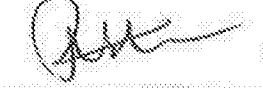
OPERA SOLUTIONS USA, LLC, a
Delaware limited liability company

By: 
Name: Sridhar Ramasubbu
Title: Chief Financial Officer

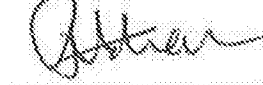
OPERA SOLUTIONS, LLC, a Delaware
limited liability company

By: 
Name: Sridhar Ramasubbu
Title: Chief Financial Officer

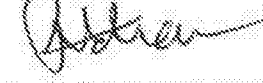
**OPERA SOLUTIONS GOVERNMENT
SERVICES, LLC**, a Delaware limited liability
company

By: 
Name: Sridhar Ramasubbu
Title: Chief Financial Officer

BIQ, LLC, a Massachusetts limited liability
company

By: 
Name: Sridhar Ramasubbu
Title: Chief Financial Officer

**LEXINGTON ANALYTICS
INCORPORATED**, a Massachusetts
corporation

By: 
Name: Sridhar Ramasubbu
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

OPERA PAN ASIA LLC, a Delaware limited
liability company

By: 

Name: Sridhar Ramasubbu


Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: 
Name: Andrew Harkovsk
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Filing Date	Registration Date
Opera Solutions USA, LLC	U.S.	MOBIUSS	App. No. 85/234,191 Reg. No. 4,019,174	02/04/2011	08/30/2011
Opera Solutions USA, LLC	India	MOBIUSS	App. No. 2185615 Reg. No. 1110121	08/04/2011	08/01/2013
Opera Solutions USA, LLC	Russian Federation	MOBIUSS	App. No. 2011725039	08/04/2011	
Opera Solutions USA, LLC	Canada	MOBIUSS	App. No. 1538352 Reg. No. TMA828980	08/04/2011	08/01/2012
Opera Solutions USA, LLC	Israel	MOBIUSS	App. No. 239689	08/04/2011	
Opera Solutions USA, LLC	India	OPERA SOLUTIONS	App. No. 2201852	09/08/2011	
Opera Solutions USA, LLC	Israel	OPERA SOLUTIONS	App. No. 240346 Reg. No. 240346	09/08/2011	Registration effective for 10 years from date of application
Opera Solutions USA, LLC	European Community	OPERA SOLUTIONS	App. No. 010238152	09/02/2011	
Opera Solutions USA, LLC	Austria	COMMENDO	App. No. 164/2010 Reg. No. 255333		

Trade Names

OPERA SOLUTIONS

Common Law Trademarks

OPERA SOLUTIONS

OPERA SOLUTIONS GOVERNMENT SERVICES (OSGS)

VEKTOR BIG DATA ANALYTICS PLATFORM

THE VIEWER

THE LOADER

THE VIRTCHOPPER

XLAP

SPEND INTELLIGENCE PLATFORM

SIP

BIQ

SIGNAL HUB

SIGNAL HUB SUITE

SIGNAL APP

SIGNAL PRODUCT

SIGNALYTICS

CUSTOMER SIGNAL HUB

CONSUMER SIGNAL HUB

SIGNAL HUB SUITE

SIGNALSENSOR

SIGNALSENSOR THREAT INTELLIGENCE PLATFORM

SIGNALSCOPE

HOSPITAL OPTIMIZER SUITE

HOSPITAL BILLING OPTIMIZER

HOSPITAL STAFFING OPTIMIZER

HOSPITAL SPENDING OPTIMIZER
HOSPITAL COLLECTIONS OPTIMIZER
REVENUE LEAKAGE PLATFORM
HOSPITAL REVENUE LEAKAGE PLATFORM
COLLECTIONS RECOMMENDER ENGINE
SECURE COMMUNITIES OF INTEREST (SCOI)
IMMEDIATE INSIGHTS & INTELLIGENCE (I3)
SOPHIA ANALYTICS PLATFORM
OPEN SOURCE SIGNAL DETECTION (OSSD) PLATFORM
SIGNALCENTRAL (OPERA SOLUTIONS BLOG)
EIQ
CIQ
ASSET COMMANDER
TENSOR ANALYTICS EXPLORATION PLATFORM

Trademarks Not Currently In Use

LEANFORM
VEKTOR

Trademark Licenses

None.